

AGREEMENT

BETWEEN

THE BOROUGH OF CLOSTER

AND

THE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 233 (CLOSTER UNIT)

April 1, 2004 through December 31, 2007

LAW OFFICES:

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0.00 PREMABLE

0.01 THIS AGREEMENT, made this day of 2003
by and between the BOROUGH OF CLOSTER, a body politic and
corporate of the State of New Jersey, hereinafter referred to as
"The Employer," and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL
233, (CLOSTER UNIT), hereinafter referred to as the "PBA"

0.02 WHEREAS, the Employer and the PBA recognize that it
will be to the benefit of both to promote mutual understanding
and foster a harmonious relationship between the parties to the
end that continuous and efficient service will be rendered to and
by both parties.

NOW, THEREFORE, it is agreed as follows:

1.00 AGENCY SHOP

1.01 Any permanent employee in the bargaining unit on the effective date of the Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment with the unit, and any permanent employee who does not join within thirty (30) days of initial employment with the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of the Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

1.02 The Union agrees that it will indemnify and save harmless the Borough against any and all actions claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

2.00 EXISTING LAW

2.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

2.02 This contract shall take precedence over and be controlling over any Borough of Closter rule, regulations, directive or memorandum.

3.00 ASSOCIATION RECOGNITION

3.01 The Employer recognizes the PBA Local 233 (Closter Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all full time Police Officers employed by the Employers Police Department.

3.02 The term "Police Officer" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males. This contract shall include females as well as males. This contract shall not apply to the Chief or Deputy Chief.

4.00 ASSOCIATION REPRESENTATIVES

4.01 The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement, provided that they are members of the Closter Police Department or their attorneys.

4.02 The Association shall furnish the Employer in writing the names of a representative and alternate and notify the Employer of any changes. The Employer shall be notified of the names and any changes.

4.03 The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed the following duties and activities, (when the representatives are off duty, no compensation shall be earned by attendance at meetings):

 (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.

 (b) The transmission of such messages and information which shall originate with, and are authorized by the Association to its officers.

 (c) The following rules shall apply:

 (1) Investigation to be on off-duty time unless otherwise requested by the Employer.

 (2) When meetings are scheduled and the representatives are

on duty, there shall be no loss of pay by virtue of attendance at such meetings.

(3) When the representatives are off duty, no additional compensation shall be earned by attendance at meetings.

4.04 The designated Association representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and conferences on collective negotiations with Employer officials where such meetings are scheduled by the Employer.

5.00 PRESERVATION OF RIGHTS OF THE PARTIES

5.01 Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instructions, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

6.00 DEPARTMENTAL INVESTIGATIONS

6.01 In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation is on the Employee's regular tour of work, he shall not lose any regular pay. If an Employee is off duty, he shall not be entitled to, nor shall he receive any compensation by virtue of an investigation.

(b) The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

(c) The member of the force shall be informed of the nature of the investigation before an interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

(d) The questioning shall be reasonable in length. Reasonably respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

(e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(f) The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

(g) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(h) In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morals of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

7.00 SALARIES

7.01 The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A".

7.02 The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed retroactive to April 1, 2004 unless a contrary intent is expressed in this Agreement, and monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

7.03 The base annual salaries for employees covered by this Agreement shall be effective on the date specified in Appendix A.

7.04 The employer shall have the right to implement a semi-monthly payroll system consistent with the award of Arbitrator Carl Kurtzman dated October 7, 1994.

8.00 WORK DAY, WORK WEEK AND OVERTIME

8.01 The normal work day tour shall be eight (8) hours in a twenty-four (24) hour period which shall include within the eight (8) hour span, forty-five (45) minutes of mealtime per day as well as appropriate rest periods.

8.02 There shall always be sixteen (16) hours of time off between tours of work. The normal work week shall be forty (40) hours in a seven (7) consecutive day period. Work in excess of the Employee's basic work week or tour for a day is overtime.

8.03 Overtime shall be paid by the following rules: It shall be paid as paid overtime compensation (time and one-half (1 1/2) or as compensatory time off which shall accumulate. Overtime compensation shall be paid not later than the second pay date following the overtime worked.

8.04 The following rules for compensatory time shall apply:

- (a) Compensatory time off shall accumulate in a Compensatory Time Off (C.T.O.) Bank.
- (b) Time shall be taken subject to availability and on prior request to the Chief or his appointee.
- (c) If time is not taken by December first of each year, then the Employee shall submit a voucher and receive payment.
- (d) The C.T.O. Bank shall be allowed to accumulate no more than twenty-four (24) hours at any one (1) time. Where the maximum of twenty-four (24) hours has been reached, overtime shall be compensated by pay.

9.00 HOURLY RATE

9.01 To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by two thousand eighty (2080) hours.

10.00 COURT TIME

10.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend any Municipal Court, County Court, Grand Jury proceeding, or other Courts or Administrative Bodies. An Employee shall not be entitled to any compensation for such attendance unless it is a criminal proceeding, the Borough is a party, or the Employee is a party and the proceedings are related to the Employee's job.

10.02 All such required court time shall be considered as overtime and shall be compensated at time and one-half (1½).

10.03 When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such portal-to-portal travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled.

10.04 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required including waiting time in the Court or Administrative Body, together with any applicable travel time. Employees covered by this Agreement shall be compensated a minimum of one (1) hour for each and every court appearance. Effective January 1, 2001 the Court Time minimum shall be two (2) hours for each and every court appearance.

11.00 TRAINING PAY

11.01 The Employer agrees to compensate all Employees covered by this Agreement at time and one-half (1½) for attending required training courses on their own time. The Chief shall have the right to schedule schooling during the Employees regular tour of work.

11.02 Where such training is conducted on the Employers time (the Employee's regular tour) and the Employee is required to attend classes or training sessions outside the Borough of Closter that the Employer shall pay each Employee so effected up to the sum of Ten (\$10.00) Dollars per day; which shall be paid upon presentation of an itemized voucher for the expenses.

12.00 RECALL

12.01 Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1½) the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof. Overtime worked which is contiguous to a regular tour of work shall entitle the Employee to overtime only for the additional time (over eight (8) hours) actually worked together with his regular pay for the tour.

13.00 PRIORITY FOR OVERTIME

13.01 Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department first, in an order of preference based upon a rotating seniority roster within rank.

13.02 There may be certain situations in which the Department because of special skills or other attributes of a particular officer, determines that it is in the best interests of the Employer to bypass an Employee or Employees on the seniority list.

13.03 While this Agreement contemplates the possibilities noted in section 13.02 it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purposes of the overtime roster.

13.04 The purpose of this Section is to equalize overtime among Employees and same shall not be defeated by the Employers selection of special persons for special details as set forth herein.

13.05 Such overtime will be offered to persons other than full time Employees only if it has first been refused by each member on the seniority roster aforementioned. If a man refuses overtime on any occasion, he shall go to the bottom of the roster.

13.06 The present use of Marshals as dispatchers shall not be affected by this clause.

14.00 SHIFT CHANGES

14.01 Where tours of work are changed with less than forty-eight (48) hours notice, the Employee shall receive two (2) hours of straight time pay for each change. (One payment per change - single day or block of day). This Article shall not apply to Full Departmental Mobilization.

15.00 LONGEVITY

15.01 In addition to all wages and other benefits, each Employee shall be entitled to a longevity payment as follows:

 Longevity shall be one (1%) percent upon completion of three (3) years service and one-third of one (1/3%) percent of the Employees base wages for such additional year of completed service. Employees hired on or after January 1, 1997 shall commence to receive longevity upon completion of six (6) years of service.

15.02 All employment dates for purposes of the longevity clause shall be considered to be the first day of January of the year of initial employment.

15.03 The said payments for longevity shall be paid on a weekly basis to the Employees entitled to same.

16.00 UNIFORMS

16.01 Each new Employee shall receive from the Employer, free of charge in lieu of clothing allowance, a complete uniform.

16.02 Thereafter, the Employer will pay each Employee, during the term of this Agreement, a clothing allowance which shall be payable in June.

16.03 The annual uniform allowance shall be Seven Hundred Fifty (\$750.00) Dollars.

16.04 This payment shall be made to plainclothed as well as uniformed Employees.

16.05 If the Employer decides to change the uniform or any part thereof it shall provide to each Employee, free of charge, any such changed items.

16.06 Utilization of Section 16.05 shall not diminish the clothing allowance set forth in this Agreement.

16.07 An Employee,s uniform or personal equipment which are required by him in his capacity as a Police Officer, which may be damaged as a result of a single episode during the course of his employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee with the approval of the Chief of Police and Police Commissioner.

16.08 This Article shall not be applied during a Police Officers initial calendar year of appointment.

16.09 Any such payments made under Section 16.05 shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within forty-five (45) days of the reporting of same.

16.10 In addition to other provisions of this Article, each Employee covered by this Agreement shall be supplied with a bullet-proof vest. The bullet-proof vest and/or the shell for the vest shall be replaced on an as-needed basis, as may be determined by the Chief of Police; however, in no event more than every five(5) years. The furnishing and replacing of bullet-proof vests and shells shall be at the Employer's sole cost and expense.

17.00 PEA REPRESENTATIVES

17.01 The Borough of Closter shall grant a leave of absence with pay to two (2) authorized delegates from the Employee organization to represent the Employee organization at the PBA State and County conventions which are held annually. Further, the Employer agrees to continue to grant the necessary time off without loss of pay to the PBA representative duly designated as the State Delegate to attend the monthly PBA meetings, pursuant to the past practices.

18.00 VACATIONS

18.01 The vacation allowance shall be as set forth in this Agreement in Appendix "B".

18.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year at the approval of the Chief of Police or Chairman of the Police Committee.

18.03 If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization, he may have such period of illness and post-hospital recuperation period charged against sick leave at his request and with the approval of the Chief of Police and Police Commissioner upon proof of hospitalization and a physicians certificate.

18.04 No Employee who is on vacation shall be recalled by the Employer except in a case of full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Employer.

18.05 Vacations shall be selected on a rotating seniority basis which shall be established by the Department as presently established.

19.00 HOLIDAYS

19.01 All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) holidays per year.

19.02 The holidays noted herein shall be as set forth in Appendix "C".

19.03 Holiday pay shall be based on the Employee's base annual wage.

19.04 Effective January 1, 2001 the holiday benefit shall be paid along with regular payroll and shall be folded in for all calculation purposes.

20.00 SICK LEAVE

20.01 (A) All Employees covered by this Agreement shall be granted fifteen (15) days of sick leave with pay during each calendar year of service commencing with the year 1977.

 (B) Said fifteen (15) working days of sick leave shall accumulate from year to year if they are not used or such unused portion shall accumulate in a sick leave bank. The sick leave accumulation bank shall not exceed the total of one hundred eighty (180) working days.

 (C) Upon an Employee's normal retirement or upon a disability retirement, the Employee shall be entitled to compensation representing fifty (50%) percent of all remaining accumulated sick days (accumulated as of the time of his retirement in a sick leave time bank) which compensation shall be at the Employee's daily rate at the time of his retirement.

 (D) All Employees who have completed ten (10) years of service as of 1977, shall be granted three (3) working days' credit in their sick leave time bank for each year of completed service after the tenth (10th) year. Said grant shall not be used for retirement credit but shall be considered a transitional allocation for those senior Employees as defined herein. Said Employees with more than ten (10) years of service shall also be granted the usual fifteen (15) days of accumulated sick leave per year as above provided which shall go into their accumulated sick time bank and

shall be used for retirement credit as provided above. In the event of an occasion of need for sick leave, the bonus days (those given at the rate of three (3) per year of completed service over the ten (10) year transitional allotment) shall be used first, and only when those bonus days are totally depleted shall the normal accumulation days commence to be used.

(E) In an Employee works less than four (4) hours of a scheduled tour and then leaves on sick leave, the Employee shall be charged with one (1) day of sick leave for that tour. If an Employee works four (4) or more hours of a tour and then leaves on sick leave status, the Employee shall not be charged with any sick leave for that tour.

(F) Effective January 1, 2001 each employee shall have the individual option at the end of each calendar year to sell back up to four (4) unused sick days earned in said year at the then current daily rate of compensation.

21.00 EDUCATION INCENTIVE

21.01 In addition to the foregoing compensation and longevity pay, those members of the Police Department who have attained twenty (20) or more college credits towards a Police Science degree and who have been employed by the Borough for a period of five (5) years or more shall be entitled to be paid additional compensation at the rate of Twelve (\$12.00) Dollars for each credit completed up to a maximum additional compensation of One Thousand (\$1000.00) Dollars per year.

22.00 WORK INCURRED INJURY

22.01 Where an Employee covered under this Agreement suffers a work connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, up to a period of six (6) months. At the end of six (6) months, continuation of full wages shall be subject to a Council vote.

22.02 The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Employer, may reasonably require the said Employee to present such certificate from time to time.

22.03 In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

22.04 For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty, provided that at the time of the injury Employee is not in the active employ of another.

22.05 In the event of a dispute arising as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom the final decision of the last reviewing Court.

22.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

23.00 BEREAVEMENT LEAVE

23.01 All permanent full time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family.

23.02 Immediate family shall include spouse, children, parents, brothers, sisters, grandparents and such other relatives as may be approved by the Chief of Police and Police Commissioner.

23.03 Such funeral leave shall not be charged against the Employee's vacation or sick leave.

23.04 Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

23.05 In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Mayor and Council.

24.00 LEAVE OF ABSENCE

24.01 All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one (1) year.

24.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent.

24.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave without pay is requested for reasons other than illness.

24.04 At the expiration of such leave, the Employee shall be returned to the position from which he is on leave.

24.05 Seniority shall be retained.

25.00 MEDICAL AND DENTAL COVERAGE

25.01 The Employer has and will continue to provide and pay for a policy of medical insurance for Employees covered by this Agreement and their families.

25.02 All increase in premiums during the term of this Agreement shall be borne entirely by the Employer.

25.03 The Employer shall provide a full family program of dental insurance for each Employee. The Employer shall pay the entire cost of said dental insurance program. The specific program which is to be implemented and maintained shall be as set forth in Appendix D to this Agreement.

25.04 All benefits set forth in this Section shall be paid during the period of retirement with three-quarters (75%) the premium paid by the Employer and one-quarter (25%) paid by the retired Employee.

25.05 The employer shall maintain a vision care plan for all employees covered by this agreement and their families. The level of vision care benefits shall be as is currently provided (3/1/91) under the Blue Cross/Blue Shield insurance program.

25.06 (a) The parties agree to participate in a medical insurance review committee. The committee shall meet regularly in an effort to provide cost effective medical insurance and improved coverage. The committee's power shall be investigative and to make appropriate recommendations for ratification by their respective

principals. There shall be an equal number of PBA/employer members on the committee.

(b) The employer shall have the right to change the source of insurance coverage so long as the change shall result in equal or superior benefits being provided. The employer shall however have the right to institute the following two changes only:

(1) The employer may institute a one million dollar cap per individual covered person.

(2) The employer may change the maximum age limit for dependent coverage from 26 to 23 years of age for children.

(c) The employer agrees that any and all insurance coverage changes shall be preceded with not less than sixty (60) calendar days notice to the PBA. Said notice shall include, but not be limited to, a full copy of the insurance plan document covering the intended change.

(d) The employer agrees to provide a program wherein each employee shall have the individual option to exercise an insurance waiver. Waiver shall only be permitted where the employee has access to alternative medical coverage. In the event the "opt out" waiver right is exercised by an employee, then said employee shall receive fifty percent (50%) of the cost of the towns insurance premium for said waived coverage in a single direct check with payment annually at the end of each calendar year. Any employee opting out of coverage shall be entitled to opt back into coverage at any time.

26.00 INSURANCE

26.01 The Employer will provide insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and invasion of civil rights.

26.02 The Employer will also pay reasonable fees, with an estimate to be provided in advance, of any attorney selected by said Employee, bond, interest of judgment, which any Employee may be charged or obligated to pay as a result of any civil and/or criminal charges against the Employee by reason of the performance of his duties for the Employer.

27.00 BULLETIN BOARD

27.01 The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

27.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of the Employees.

27.03 No matter may be posted without receiving permission of the officially designated Association representative.

28.00 CEREMONIAL ACTIVITIES

28.01 In the event a Police Officer in another department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed Police Officers of the Department to participate in funeral services for the said deceased officer.

28.02 Subject to the availability of same, the Employer will permit a department police vehicle to be utilized by the members in the funeral service, and with the permission of the Chief of Police.

28.03 Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Mayor and Council.

29.00 PERSONNEL FILES

29.01 A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the offices of the Chief of Police and may be used for personal evaluation purposes by the Chief of Police, the Mayor and Council.

29.02 Any member of the Police Department may, by appointment, review his personnel file but this appointment for review must be made through the Chief of Police or his designated representative.

29.03 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

29.04 All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file will be removed therefrom except by Court order. No persons, other than provided in this article, shall be permitted to see a personnel file, or part thereof, without an order of the Superior Court.

30.00 MILITARY LEAVE

30.01 Military leave from Employees training or serving with the National Guard or the Armed Forces of the united States will be granted in accordance with the laws applying to such cases.

31.00 PENSION

31.01 The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

31.02 The Employer will pay to the appropriate Police Retirement Fund all amount which the Fund will accept on account of any payments made to Employees pursuant to this Agreement.

31.03 It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then and in that event, resolution of said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

32.00 GRIEVANCE PROCEDURE

32.01 To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used.

32.02 For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions effecting any Employee(s) covered by this Agreement.

32.03 Discipline which results in a penalty of five (5) days of suspension, or equivalent fine, or any lesser disciplinary penalty shall be a proper subject of this Grievance Procedure.

32.04 The procedure for settlement of grievance shall be as follows:

(a) STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police or the officer in charge of the Department in the event of the Chief's absence.

(b) STEP TWO

If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent) it

shall be presented in writing to the Employer's Governing Body or its delegated representative, within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's Governing Body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within thirty (30) working days of receipt of the written grievance.

(c) STEP THREE

1. If no satisfactory resolution of the grievance is reached at STEP TWO then within ten (10) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

2. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's Governing body or its representative on the grievance.

3. Employees covered by this Agreement shall have the right to process their own grievance without representative.

4. The cost of the Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

33.00 SAVINGS CLAUSE

33.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

33.02 If any provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

34.00 OFF DUTY POLICE ACTION

34.01 Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

(A) Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all the rights and benefits concerning such action as if he were then on active duty.

(B) Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officer, and further recognizing the weighty responsibility and hazards confronting such armed off-duty police officers, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year for off-duty time. This clause shall not be effective when the Employee is in the active employ of another as a security guard. Compensation for such time shall be considered as part of the base annual wage.

35.00 EXCUSED ABSENCES

35.01 Excused absences are defined as any authorized absences from scheduled hours of work for which no deductions are made from the Employee's compensation, and which are not attributable to other absences, programs set forth in this Agreement.

35.02 Excused absences under this Article shall be identified as such and granted under the following circumstances:

 (a) Time necessary for involuntary participation in governmental proceedings such as Workers Compensation Board hearings or appearances in Court when the Employer is a party to the action.

 (b) One day vacation of allotted vacation time shall be granted in connection with the wedding of the Employee.

 (c) One day vacation of allotted vacation time shall be granted the Employee's wife gives birth.

 (d) One day vacation of allotted vacation time shall be granted when the Employee who is head of a household moves his family from one permanent residence to another.

 (e) Illness of spouse when preschool or disabled child needs care, or illness of minor (pre-high school) child when Employee is the only adult in the household responsible for the minor child's care (limited to a total of two (2) days off per calendar year), in which the case the Employee may draw from his vacation schedule.

36.00 MILEAGE ALLOWANCE

36.01 Whenever an Employee shall be required to use his personal vehicle, other than traveling within a radius of ten (10) miles from Closter, in any job connected capacity, he shall be entitled to an allowance of fifteen (\$15) cents per mile, payable upon presentation of an itemized voucher.

37.00 MATERNITY LEAVE

37.01 Maternity leaves not to exceed six (6) months without pay shall be granted at the request of a female Employee.

37.02 Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female Employee.

37.03 This Article shall not be interpreted so as to deprive any employee of rights guaranteed under federal or state law.

38.00 SAFETY AND HEALTH

38.01 The Employer shall at all times maintain existing working conditions to insure safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.

39.00 YEARLY CALENDAR

39.01 Except as otherwise modified by this Agreement the present calendar shall remain in full force and effect.

39.02 The calendar showing the yearly schedule rotations and assignments shall be posted at a conspicuous location and are available for review by Employees no later than February 1st of each year.

39.03 Vacations are selected pursuant to the Agreement and shall be fully shown and included upon the posting of the yearly calendar as set forth in this Article.

40.00 NO WAIVER

40.01 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

40.02 This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

41.00 POLICE DEPARTMENT SAFETY

41.01 The parties hereby agree to establish a health and safety committee with jurisdiction over all matters of health and safety of members of the Borough of Closter Police force. Such jurisdiction of this committee shall include, but not be limited, by the following: Police Department personal equipment, emergency equipment, Police Department vehicles, protective equipment, weapons, procedures, numbers of personnel required to accomplish specific tasks, department facilities, police officer, prisoner and public safety and other related matters.

41.02 Said committee shall be comprised of Borough representatives and Police Department representatives. Said committee shall meet not less than once every two (2) months at a mutually convenient time and place. Any person may submit suggestions to the committee members either orally or in writing. The Borough representatives shall be selected from the following: Mayor, Council Members, Borough Administrator or Chief of Police. There shall be an equal amount of representatives from each side, both PBA and Borough.

41.03 The result of Police Department Safety Committee action shall be binding upon the parties, however, shall be subject to the grievance procedure herein. The result of final committee action on a subject or subjects shall be submitted in written form to the Mayor and Council, Chief of Police and the PBA.

41.04 Both parties shall advise the other of the designation of

persons to serve on the health and safety committee provided in this Article.

42.00 WORK IN HIGHER RANK

42.01 When an Employee works in a higher rank for four (4) months or more, he shall receive the pay of the next higher rank for the period he works in a higher rank beyond the four (4) month period. The Chief of Police may not reassign for the sole purpose of defeating the intent of this clause.

43.00 TERM AND RENEWAL

43.01 This Agreement shall have a term from April 1, 2004 through December 31, 2007. If the parties have not executed a successor Agreement by December 31, 2007, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

43.02 Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

ATTEST:

WITNESS:

(As to the Borough of Closter)
Loretta Castano, RMC
Borough Clerk

BOROUGH OF CLOSTER

Mayor

WITNESS:

(As to Closter PBA, Local 233)

Chairman, Police
Committee

Closter PBA Local 233

APPENDIX A-1

BASE ANNUAL WAGE

	<u>Eff.</u> <u>4/1/2004</u>	<u>Eff.</u> <u>1/1/2005</u>	<u>Eff.</u> <u>1/1/2006</u>	<u>Eff.</u> <u>1/1/2007</u>
<u>Patrolman</u>				
(a)				
During 1st Yr. (Probationary)	\$49,320	\$51,293	\$53,344	\$55,478
(b)				
During 2nd Yr.	58,194	60,522	62,943	65,461
(c)				
During 3 rd Yr.	65,760	68,391	71,126	73,971
(d)				
During 4th Yr.	73,653	76,599	79,663	82,849
(e)				
During 5th Yr.	81,206	84,455	87,833	91,346
(f)				
Over 5 Yrs. (Maximum)	89,246	92,815	96,528	100,389
<u>Sergeant</u>	94,360	98,135	102,060	106,142
<u>Lieutenant</u>	99,635	103,621	107,765	112,076
<u>Captain</u>	104,098	108,262	112,592	117,096

APPENDIX A-2

	<u>BASE ANNUAL WAGE</u>			
	(Employees hired on or after Jan. 1, 1997)			
	Eff. <u>4/1/2004</u>	Eff. <u>1/1/2005</u>	Eff. <u>j.~1/2006</u>	Eff. <u>1/1/2007</u>
1st 6 months	\$34,215	\$35,584	\$37,007	\$38,487
2nd 6 months	38,320	39,854	41,448	43,106
During 2 nd yr.	46,807	48,680	50,627	52,652
During 3rd yr.	54,078	56,241	58,491	60,830
During 4th yr.	63,782	66,333	68,987	71,746
During 5 th yr.	72,270	75,160	78,167	81,293
During 6th yr.	80,757	83,987	87,347	90,841
Over 6 yrs. (Maximum)	89,246	92,815	96,528	100,389
<u>Sergeant</u>	94,360	98,135	102,060	106,142
<u>Lieutenant</u>	99,635	103,621	107,765	112,076
<u>Captain</u>	104,098	108,262	112,592	117,096

APPENDIX A-3

BASE ANNUAL WAGE
(Employees hired on or after April 1, 2000)

	Eff. <u>4/1/2004</u>	Eff. <u>1/1/2005</u>	Eff. <u>1/1/2006</u>	Eff. <u>1/1/2007</u>
1st 6 months	\$34,215	\$35,584	\$37,007	\$38,487
2nd 6 months	38,320	39,854	41,448	43,106
During 2nd yr.	45,595	47,418	49,315	51,288
During 3rd yr.	52,869	54,984	57,183	59,470
During 4th yr.	60,144	62,550	65,052	67,654
During 5th yr.	67,419	70,116	72,920	75,837
During 6th yr.	74,694	77,682	80,789	84,020
During 7th yr.	81,969	85,247	88,657	92,204
Over 7 yrs. (Maximum)	89,246	92,815	96,528	100,389
<u>Sergeant</u>	94,360	98,135	102,060	106,142
<u>Lieutenant</u>	99,635	103,621	107,765	112,076
<u>Captain</u>	104,098	108,262	112,592	117,096

APPENDIX B

VACATIONS

(A) All full time regular Employees of the Borough shall be entitle to paid vacations as follows:

1. After one (1) year of continuous employment by the Borough, ten (10) workdays.

2. After five (5) years of continuous employment by the Borough, fifteen (15) workdays.

3. After ten (10) years of continuous employment by the Borough, twenty (20) workdays.

4. After fifteen (15) years of continuous employment by the Borough, twenty-five (25) workdays.

(B) Employees will accrue two (2) extra days of paid vacations for each completed year of their employment up through fifteen (15) years of such employment, and three (3) extra days for each completed year in excess of fifteen (15) years. Such accrued vacation will be granted only upon termination of employment with the Borough. No Employee who has been discharged from the employ of the Borough of Closter shall be eligible for any of the benefits hereunder. Employees employed by the Borough at the time of the adoption of this ordinance shall be deemed to have accrued extra vacation days for each year of service to the Borough as above provided.

APPENDIX C

HOLIDAYS

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Memorial Day
5. Good Friday
6. Independence Day (July 4th)
7. Labor Day
8. Columbus Day
9. Election Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Eve
13. Christmas Day

APPENDIX D

DENTAL INSURANCE

Dental benefits shall include Orthodontic Treatment, and Periodontal Treatment.

The said benefits shall be equal to all benefits in existence at the time of the execution of the Agreement. (Current dental benefits are provided through the Blue Cross/Blue Shield Dental Plan in effect 3/1/91)